

A.G. Contract No KR03-1024TRN
ADOT ECS File No JPA 03-050
Tracs No.: N/A
Project: Traffic Signal
Section: US 95 & Cocopah Indian Tribe Casino
Item No.: 25201

AGREEMENT BETWEEN

THE STATE OF ARIZONA
AND
THE COCOPAH INDIAN TRIBE

THIS AGREEMENT is entered into 21st August, 2003 pursuant to Arizona Revised Statutes Sections 11-951 through 11-954, as amended between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the NATION of the COCOPAH INDIAN TRIBE acting by and through its Tribal Council, (the "Cocopah Indian Tribe")

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-401 to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The Cocopah Indian Tribe is empowered by Tribal Council Resolution, a copy of which is attached hereto and made part hereof, and has resolved to enter into this agreement, and has authorized the undersigned to execute this agreement on behalf of the Cocopah Indian Tribe

3. The State and the Cocopah Indian Tribe desire to participate in the installation of a traffic signal at MP 15.67 on US 95, hereinafter referred to as the "Project". The parties hereto agree that the Tribe will be responsible for the design, installation and electrical services at 100% of the cost and be the lead agency. The State will be responsible for the maintenance of the signal.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

NO. 26249
Filed with the Secretary of State
Date Filed: 08/21/03

Janice K. Brewer
Secretary of State

By: Vincent J. Graenewald

II. SCOPE OF WORK

1. The State will:

- a. Upon completion of the Project provide maintenance to the signal and ancillary equipment, all at the State expense.
- b. Provide right-of-entry to the Cocopah Indian Tribe with a State permit to construct traffic signal and intersection improvements.

2. The Cocopah Indian Tribe will:

- a. Obtain encroachment permits from the State, necessary for the construction of the traffic signal and intersection improvements according to the permit and plans approved by the State. Be responsible for all costs associated with the design and construction of the improvements.
- b. After completion and acceptance of the Project, provide electrical energy to operate the signal, all at Cocopah Indian Tribe's expense.

III. MISCELLANEOUS PROVISIONS

- 1. This agreement shall remain in force and effect until cancelled by either party, or other competent authority.
- 2. This agreement shall become effective upon filing with the Secretary of State.
- 3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511. The Cocopah Indian Tribe shall have reciprocal rights of cancellation.
- 4. Applicable laws and regulations of the State and the Tribal government shall govern the rights of the parties with respect to the performance of this agreement. The parties hereto shall select a process for the resolution of claims or disputes relating to this agreement, compliant with applicable laws and regulations of the State, the Tribal and the Federal government, and acceptable to the State, the Tribal and the Federal government. Such process shall include a provision for arbitration.
- 5. This agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36. The parties to this agreement shall comply with Executive Order Number 99-4 issued by the Governor of the State of Arizona, and incorporated herein by reference regarding "Non-Discrimination".
- 6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17th Avenue, Mail Drop 616E
Phoenix, AZ. 85007

Cocopah Indian Tribe
Tribal Chairwoman
County 15th Street and Avenue G
Somerton, AZ 85350

7. In accordance with Arizona Revised Statutes Section 11-952, (D) attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

COCOPAH INDIAN TRIBE

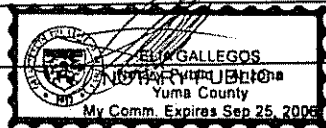
By 
SHERRY CORDOVA
Tribal Chairwoman

SUBSCRIBED AND SWORN TO BEFORE ME

THIS 1 DAY OF April, 2003.

BY _____

ATTEST



By _____
NEED
Secretary

STATE OF ARIZONA

Department of Transportation

By 
DOUGLAS A. FORSTIE, P.E.
Acting Deputy State Engineer, Operation

RESOLUTION NUMBER CT-01- 16
OF THE GOVERNING BODY OF THE COCOPAH TRIBE
OF THE COCOPAH RESERVATION

A RESOLUTION OF THE COCOPAH INDIAN TRIBE CONVEYING TO THE STATE OF ARIZONA, THE ARIZONA DEPARTMENT OF TRANSPORTATION, A RIGHT-OF-WAY EASEMENT ACROSS CERTAIN TRIBAL PROPERTY.

WHEREAS: The Cocopah Indian Tribe is a Federally recognized Tribe, organized pursuant to the Indian Reorganization act of June 18th, 1934 (48 Stat. 984), as amended by the act of June 15th, 1935 (49 Stat. 378); and,

WHEREAS: The Cocopah Tribal Council is the legal governing body of the Cocopah tribe, empowered by the Constitution and Bylaws of the Cocopah Tribe; and,


WHEREAS: The State of Arizona, Department of transportation, requests conveyance of certain tribal property to facilitate the improvements of Highway 95, and,


BE IT RESOLVED THAT: That the Cocopah Tribal Council hereby commits to the conveyance of an easement on certain property as described by legal description attached herein,

NOW THEREFORE BE IT RESOLVED THAT, The Tribal Chairperson, or a designated representative be the authorized official to negotiate and effect the contract.

***** C E R T I F I C A T I O N *****

The foregoing resolution was adopted by the Cocopah Tribal Council at a Regular Council meeting held on the 11th day of May, 2001, with a quorum present by a vote of 3 For and 0 Against.


Sherry Cordova, Chairwoman
Cocopah Tribal Council


Mr. Paul Soto, Secretary/Treasurer
Cocopah Tribal Council

copy
5/17/01

WHEN RECORDED RETURN
TO ARIZONA DEPARTMENT
OF TRANSPORTATION,
R/W OPERATIONS SEC.
205 S. 17TH AVENUE
PHOENIX, AZ 85007-3212

Escrow No.

ARIZONA DEPARTMENT OF TRANSPORTATION

EASEMENT

THE COCOPAH INDIAN TRIBE, the Grantor, for the consideration of ONE DOLLAR AND OTHER VALUABLE CONSIDERATION, does hereby grant and convey to the **STATE OF ARIZONA**, by and through its **Department Of Transportation**, and its successors or assigns, the Grantee, an exclusive perpetual easement for highway purposes, all incidents appurtenant thereto, and the right to authorize, permit, or license any other facilities which may be necessary or convenient for public purposes over, beneath, and across that certain real property situated in Yuma County, Arizona, described as:

**SEE EXHIBIT "A" ATTACHED HERETO
AND BY REFERENCE MADE A PART HEREOF.**

At such time any of the above granted easement is no longer required by the Grantee, or its assigns, the rights to the particular easement shall cease and terminate only upon resolution by the governing body of the entity holding said easement interest. The resolution shall take effect when recorded in the office of the County Recorder of the county in which the easement is located.

PROJECT: F-063-1-807 **SECTION:** Gadsden-32nd Street
095 YU 004 H4415 01R

PARCEL: 14-0684
jd 5-02-2001

WITNESS MY HAND AND SEAL OF OFFICE, THIS 11th DAY OF MAY, 1964.

Shirley L. ...

Capacity claimed by signer(s)

☐ OTHER.

ENTITY(IES) REPRESENTED

TITLE OF SIGNER

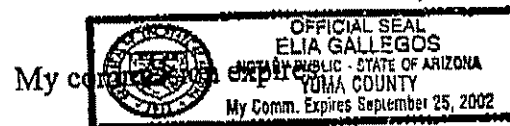
STATE OF Arizona)
COUNTY OF Yuma) SS

Before me, Elia Gallegos, the undersigned officer/notary
on May 11th, 20 01, personally appeared Sherry Cordova

☒ personally known -OR- ☐ proved to me to be the person(s) whose name (s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity on behalf of which the person(s) acted, executed the instrument.

IN WITNESS, my hand and official seal.

Signature _____



Approved by the Director
of the Arizona Department
of Transportation

Accepted:
STATE OF ARIZONA

_____, 20____

By _____

By _____ Right of Way Manager
Document Type: Easement Parcel No.: 14-0684

DESCRIPTION FOR EASEMENT

That portion of the Northeast quarter of the Southeast quarter (NE $\frac{1}{4}$ SE $\frac{1}{4}$) of Section 30, Township 9 South, Range 23 West, Gila and Salt River Meridian, Yuma County, Arizona, described as follows:

Commencing at a brass cap in a hand hole marking the East quarter corner of said Section 30, being North 0°44' 19 East 2675.80 feet from a railroad spike one inch below grade marking the Southeast corner of said Section 30;

thence along the East - West midsection line of said Section 30, North 89°43'59" West 40.00 feet to the POINT OF BEGINNING on the West right of way line of US 95 (SAN LUIS - YUMA -QUARTZSITE HIGHWAY);

thence continuing along said East - West midsection line, North 89°43'59" West 43.28 feet;

thence from a Local Tangent Bearing of South 02°42'52" East along a curve to the Left having a radius of 5021.07 feet a length of 82.10 feet;

thence South 03°39'04" East 16.87 feet to said West right of way line;

thence along said West right of way line, South 89°15'41" East 36.37 feet;

thence continuing along said West right of way line, North 0°44'19" East 99.08 feet to the POINT OF BEGINNING.

EXHIBIT "A"

PROJECT: F-063-1-807
095 YU 004 H4415 01R

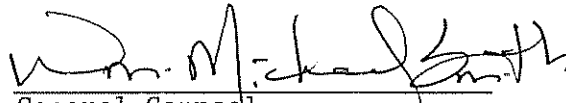
SECTION: Gadsden-32nd Street

PARCEL: 14-0684
JD/4-11-2001

APPROVAL OF THE COCOPAH INDIAN TRIBE ATTORNEY

I have reviewed the above referenced intergovernmental agreement between the DEPARTMENT OF TRANSPORTATION, INTERMODAL TRANSPORTATION DIVISION, and the COCOPAH INDIAN TRIBE COUNCIL, an agreement among public agencies which, has been reviewed pursuant to A.R.S. section 11-951 through 11-954 and declare this agreement to be in proper form and within the powers and authority granted to the TRIBAL COUNCIL under the laws of the State of Arizona. No opinion is expressed as to the authority of the State to enter into this agreement.

DATED this 4 day of August, 2003


General Counsel
Cocopah Indian Tribe



OFFICE OF THE ATTORNEY GENERAL
STATE OF ARIZONA

TERRY GODDARD
ATTORNEY GENERAL

CIVIL DIVISION
TRANSPORTATION SECTION
WRITER'S DIRECT LINE: 602.542.8855

INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. KR03-1024TRN (JPA 03-050), an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the Undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

DATED August 11, 2003.

TERRY GODDARD
Attorney General

A handwritten signature in cursive script, reading "Susan E. Davis", is written over a horizontal line.

SUSAN E. DAVIS
Assistant Attorney General
Transportation Section

SED:ss

att.